

62.09

CONTRACT

CROP 1954

PIETERS-WHEELER
SEED COMPANY

GILROY, CALIFORNIA

WHOLESALE GROWERS
of
HIGH QUALITY
GARDEN SEEDS

OTHER GROWING STATIONS

Central California — Caldwell, Idaho

The Mark



of Quality

Vegetable Seeds of Quality

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ACH YEAR, it is growing more apparent that the production of vegetables is *becoming highly specialized* and is fast getting into the hands of Truckers and Market gardeners whose livelihoods depend largely on the quality of their product, and who demand from their seedsman *True Types of Highest Merit*. We have anticipated this growing demand for *Select Strains of Carrot, Lettuce, Onion, Etc., Etc.*, and have for the past several years devoted a considerable acreage to *Selection and Breeding* work. We are offering in this list stocks *Carefully Bred, Critically Rogued, Cleaned and prepared with all possible care to prevent any mixtures*. We believe that there are no better stocks obtainable and that you may depend upon them to give satisfaction to your most critical trade. Seed of doubtful quality may be purchased cheaper, but why take chances?

Quality Will Pay in the Long Run

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*We Respectfully Solicit
Your Business*

**PIETERS-WHEELER
SEED COMPANY**

For Terms and Conditions of Sale
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Lbs.	VARIETY	Per Lb. Price
BEET		
	Crosby's Egyptian	
	Detroit Dark Red, Short Top	
	Early Blood Turnip	
	Early Wonder	
	Early Wonder Green Top	
	Extra Early Flat Egyptian	
	Perfected Detroit	
	Good For All	
	Green Top Bunching	
	Winter Keeper	
	Mangel and / Swiss Chard } See Page 8	
CELERY		
	Golden Self Blanching	
	(Dwarf Type)	
	White Plume	
	Giant Pascal	
	Golden Plume	
	Summer Pascal	
	(Waltham Strain)	
	Utah Pascal No. 15	
	Utah Pascal No. 10B	
	Celeriac Giant Prague	
ENDIVE		
	Broad Batavian, Full Hearted	
	Green Curled	
	Green Curled Red Ribbed	
	Green Curled Pancalier	
	Green Curled Ruffec	

Miscellaneous—Please See Page 8

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Lbs.	VARIETY	Per Lb. Price
	CARROT	
	Amsterdam Forcing	
	Chantenay	
	Chantenay Long Type	
	Chantenay Red Cored	
	Danver's Half Long	
	Danver's H. L. Red Cored	
	Early Scarlet Horn	
	French Forcing	
	Gold Spike (Short Top)	
	Hutchinson (Waltham Strain)	
	Imperator	
	Imperida (Short Top)	
	Imperator Long Strain	
	Imp. Short White	
	Long Orange Improved	
	Morse's Bunching	
	Nantes, Coreless	
	Oxheart	
	Orange or Yellow Belgian	
	Streamliner	
	Supreme Half Long	
	St. Valery	
	Tendersweet	
	Touchon	
	White Belgian	
	White Mastodon	

Miscellaneous—Please See Page 8

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Lbs.	VARIETY	Per Lb. Price
	LETTUCE	
	All Year Round	
	BIBB	
	Big Boston	
	Black Seeded Simpson	
	Black Seeded Tennisball	
	California Cream Butter	
	Chicken	
	Crisp As Ice	
	Early Curled Simpson	
	Grand Rapids	
	Grand Rapids	
	(Tip Burn Resistant)	
	Grand Rapids	
	(Washington Strain)	
	Hanson	
	Hubbard's Market	
	Iceberg	
	Matchless	
	May King	
	Mignonette	
	New York, P-W Selected	
	New York, P-W, No. 12	
	New York, P-W, 55	
	New York, P-W, 199	

Miscellaneous—Please See Page 8

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Lbs.	VARIETY	Per Lb. Price
LETTUCE CONTINUED		
	New York, P-W, 515	
	Oak Leaf	
	Paris White Cos	
	Dark Green Cos	
	Trianon Cos	
	Prizehead	
	Salad Bowl	
	Salamander	
	Slobolt	
	Unrivalled	
	Wheeler's Tom Thumb	
	White Boston	
	White Boston Cornell No. 43	
	Cornell No. 456	
GREAT LAKES		
	Premier Great Lakes	
	Pennlake	
	Imperial 17	
	Imperial 44	
	Imperial 101	
	Imperial 152	
	Imperial 615	
	Imperial 847	
	Imperial D	
	Progress	
MUSTARD		
	Fordhook	
	Southern Giant Curled L. S.	
	Florida Broad Leaf	

Miscellaneous—Please See Page 8

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Lbs.	VARIETY	Price Per Lb.
ONION		
.....	Australian Brown	
.....	Brigham Yellow Globe	
.....	Early Yellow Globe	
.....	Ebenezer	
.....	Golden Globe	
.....	Iowa No. 44	
.....	Large Red Wethersfield	
.....	Yellow Sweet Spanish	
.....	(Utah Strain)	
.....	Yellow Sweet Spanish	
.....	(P-W, No. 28)	
.....	Oregon Yellow Globe	
.....	Southport Red Globe	
.....	Southport Yellow Globe	
.....	Southport White Globe	
.....	WHITE EBENEZER	
.....	White Portugal	
.....	White Sweet Spanish	
.....	White Spanish—Jumbo	
.....	Yellow Globe Danvers	
.....	Yellow Sweet Spanish	
PARSNIP		
.....	All America	
.....	Harris Model	
.....	Hollow Crowned	
.....	Improved Guernsey	

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Lbs.	VARIETY	Per Lb. Price
	PARSLEY	
.....	Double Curled	
.....	Hamburg Rooted	
.....	Moss Curled	
.....	Perfection	
.....	Plain	
.....	Triple Curled	
	RADISH	
.....	Cavalier	
.....	Cal. Mammoth White	
.....	Chinese White or Celestial	
.....	China Rose Winter	
.....	Crimson Giant	
.....	Early Scarlet Globe	
.....	French Breakfast	
.....	Icicle	
.....	Long Black Spanish	
.....	Long Scarlet, Short Top	
.....	Sparkler, Bright Scarlet Half White Tipped	
.....	White Tipped Scarlet Turnip	

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Lbs.	VARIETY	Per Lb. Price
MISCELLANEOUS		
DILL		
.....	Long Island Mammoth	
LEEK		
.....	American Flag	
MANGEL		
.....	Mammoth Long Red	
SALSIFY		
.....	Mammoth Sandwich Island	
SWISS CHARD		
.....	Common Green or Spinach Beet	
.....	Dark Green Large Ribbed	
.....	Fordhook Giant	
.....	Lucullus	
.....	Large White Ribbed Smooth Leaf	
RUTABAGA		
.....	American Purple Top	
TURNIP		
.....	Purple Top White Globe	
SWEET PEAS		
.....	Supreme Spencer Mixed	

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TERMS:

Our terms to firms of approved credit are 60 days Net Acceptance, or 1½ per cent Discount for cash inside of 30 days from date of invoice, F.O.B. growing station. Bags at Market Value not returnable.

CONDITIONS OF SALE:

We will continue to book contracts only as long as we have sufficient acreage, under normal conditions, to produce quantities sold. All sales subject to confirmation.

ALL SALES MADE SUBJECT TO CUSTOMARY DISCLAIMER OF THE SEED TRADE

We warrant to the extent of the purchase price that seeds we sell are as described on the container within recognized tolerances. We give no other warranty, express or implied.

CORRESPONDENCE SOLICITED



Pieters-Wheeler Seed Company
(Incorporated)

GILROY, CALIFORNIA

Cable Address:
Wheeler, Gilroy.

Codes: Am Seed
A.B.C.—5th Edition

This Agreement

MADE IN DUPLICATE

on

by and between

Pieters-Wheeler Seed Company

a corporation, of Gilroy, California,
hereinafter called the Seller.

and

of

hereinafter called the Purchaser

WITNESSETH

1. Seller agrees to sell and deliver and purchaser agrees to accept and pay for the varieties of seeds in the amounts, at the prices set forth in attached pages, and subject to the terms and conditions herein provided.

2. Seller agrees to plant, or cause to be planted during the season of _____ an acreage of land which will produce, under normal conditions, an amount of seed of the varieties herein named which will be sufficient to enable the seller to deliver the quantities of the seeds herein contracted for; and the seller agrees to deliver as soon as possible after harvested, such seeds in good merchantable condition as herein defined. F.O.B. growing station, containers extra at market value, and not returnable. The terms "in good merchantable conditions" is defined as seeds properly cleaned for seeding purposes, approximately free from foreign seeds distinguishable by their appearance and of a germination equal to the fair average germination of the crop of the current year.

3. In case of partial or total failure of any or all crops planted, or caused to be planted by the seller for the purpose of producing the variety of seeds herein named, or, in case of damage to, or destruction of seller's seed stocks before planting, or to the products of such plantings, or to any seed through fire, accident, or other casualty beyond seller's control, the seller shall be obliged to deliver, if at all, proportional quantities only, and, in any event, the seller shall have the right to reserve an amount of seed equal to that used in said planting.

4. Purchaser shall make payment for seeds delivered, by a trade acceptance due and payable net 60 days from date of shipment, or by cash in U. S. funds, within 30 days from date of shipment, less a discount of 1½ %. Purchaser shall pay interest at the rate of 6% per annum on any overdue payments of purchase price.

If, at any time the financial condition of the purchaser becomes unsatisfactory to the seller, the purchaser agrees, upon receipt of written notice to that effect, and upon demand of the seller, to pay for the seed in advance of shipment, less a cash discount of 1½ %, and if such payment is not made within ten (10) days from receipt of such demand for payment, this agreement shall thereupon be deemed to be breached by the purchaser.

5. Except as herein otherwise expressly provided, the seller warrants to the extent of the purchase price that seeds sold are as described on the container within recognized tolerances. We give no other warranty, express or implied.

6. Purchaser's claims for shortage of deliveries must be made to seller immediately on receipt of shipment and all germination tests must be made and reported in writing (including telegram) by purchaser to seller within 15 days after receipt of shipment.

7. If the production of the within mentioned goods be prevented by any condition existing from a state of war, strike, or by any act of God, seller shall not be liable therefor. Or, if the cost of producing, processing or merchandising the within mentioned goods be increased directly or indirectly, from any of the above mentioned causes or by any act of government controlled prices, such increase shall be paid by the purchaser to the seller. If the parties cannot agree on the amount of said increase that question shall be arbitrated as set out in Paragraph No. 8 of our contract conditions.

8. If the cost of producing, processing or merchandising the within mentioned seed is increased by seller's payment of sales taxes or by his compliance with Federal or State Laws or Regulations enacted or promulgated subsequent to the date of this contract such increase shall be paid by the purchaser to the seller; and if the parties cannot agree on the amount of said increase, that question shall be submitted to the Arbitration Committee of the American Seed Trade Association for arbitration and award, which award will be made forthwith by the purchaser.

In Witness Whereof, the parties have hereunto set thier hands on the day and year first above written.

PIETERS-WHEELER SEED COMPANY
The Seller

By

Buyer

By

The Purchaser

Special Instructions

PIETERS-WHEELER SEED COMPANY

GROWERS OF HIGH GRADE SEEDS



CARROT PARSLEY ENDIVE
TURNIP MANGEL BEET
ONION SWISS CHARD

PARSNIP LETTUCE RADISH
DILL SALSIFY CELERY
RUTABAGA MUSTARD

J. B. SCHERRER
PRESIDENT
J. W. SCHERRER
SECRETARY

CABLE ADDRESS
WHEELER GILROY
CODES
AM. SEED TRADE
A. B. C. 5TH EDITION

LIBRARY, U.S. DEPT. OF AGRICULTURE
WASHINGTON, D.C.

GILROY, CALIFORNIA
January 22, 1954

Gentlemen:

"We give no warranty, expressed or implied, as to the productiveness of any seeds we sell and we will not be in any way responsible for the crop. Our liability in all instances is limited to the purchase price of the seed."

Your letter of January 18th received.

As we sell only to seed companies and stores in bulk we do not have a catalogue. However, we enclose a copy of our 1954 Contract which we send to our customers every year.

Very truly yours,

PIETERS-WHEELER SEED COMPANY

BY

L. B. Sharper

SEED GROWING CONTRACT

CROP 1954

Pieters-Wheeler Seed
Company
cf GILROY, CALIFORNIA

SHIPPING INSTRUCTIONS